NACD
NATIONAL ASSOCIATION OF CHEMICAL DISTRIBUTORS

OPSEM2009

September 16-18, 2009, Cleveland Convention Center

EXHIBITOR REGISTRATION & BOOTH CONTRACT

REGISTRATION

Company Name: _____

(Exactly as you wish it to appear in all publicity materials)

Address: _____

_____

City/State/Zip: _____

E-mail: _____

Contact: _____

Title: _____

Telephone: _____

Fax: _____

Exhibitor Attendee Name, Title and E-mail Address:

1. _____
2. _____
3. _____
4. _____

Are you a first time exhibitor? ☐ Yes ☐ No

In case of an emergency, please provide contact name and telephone number of emergency contact: _____

PAYMENT

Full payment is due to confirm your booth. Pay by credit card or make checks payable to NACD and mail registration form and check to:

NACD OPSEM, P.O. Box 630840
Baltimore, MD 21263

SPACE ASSIGNMENT

Exhibit booths will be assigned chronologically by the date the contracts and payments are received. To confirm a booth location, you must pay the full rental fee (U.S. currency) by credit card with the submission of this contract. There are no guarantees that your booth preference will be available upon receipt of contract and booth fee. Booth assignments will be confirmed in writing. Please indicate your booth location preferences based on the floor plan:

1. _____ 2. _____
3. _____ 4. _____

AGREEMENT

_____ *(Company Name)* hereby agrees to abide by the rules and regulations governing exhibits set forth in this application and to all conditions under which exhibit space at the Caribe Royale Orlando is leased to the National Association of Chemical Distributors.

Authorized Signature: _____

Title: _____

Name (Print): _____ Date: _____

For more information, please call NACD at 703/527-6223 or view NACD's Web site at www.nacd.com/opsem. For more information on the Affiliate Program, call Kristi Van Buren at 703/527-6223, x 114 or e-mail kvanburen@nacd.com

BOOTH FEES

	Advance	Regular
NACD Affiliates	$1,250	$1,450
Non-Affiliates	$1,650	$1,900
	Pay by 4/30/09	**Pay after 5/1/09**

Feature Area Rate: $1,500 for NACD Affiliates, $1,900 for Non-Affiliates

Booth Fee includes:

a) 10' x 10' Booth Space
b) Complimentary Registration for one (1) company representative**
c) Company ID sign
d) NACD educational sessions, social events, and food & beverage provided throughout the published program.
e) Company Listing/Description in the *Networking Directory*

***Additional representatives MUST pay a $300 registration fee to attend. Registration includes attendance at the booth, food and beverage during the meeting, and all educational sessions and social events.

☐ Booth Fee $ _____ x _____# Booths = $_____

☐ Add'l Reps. $ 300 x _____Reps. = $_____

TOTAL AMOUNT DUE: = $_____

OPSEM Networking Directory

Please Check Your Area of Expertise

Note: Maximum of 3 categories only.

	Business Financial Services
	Computers, Printers & Software
	Consulting, Environmental & Safety
	Containers, IBC's, Drums, Tanks, Etc.
	E-Commerce/Internet
	Insurance
	Measurement & Monitoring Instruments
	Publications
	Public Relations/ Risk Communications
	Public Warehouses/Liquid Terminal Operators
	Pumps, Valves, Hoses, Fittings, Etc
	Training, Regulatory, Legislative Services
	Transportation & Logistics Management, Carriers
	Waste, Recycling & Spill Recovery

Please send a 50-word company description and current company logo for the program directory. (Your company will be listed in a maximum of 3 categories). Descriptions should be sent with this contract or by e-mail to rfoley@nacd.com no later than July 17, 2009.

PAYMENT INFORMATION

Credit Card # _____

Expiration Date: _____

☐ American Express ☐ Master Card

☐ Visa ☐ Check Enclosed

Cardholder's Name: _____

Signature: _____

Registration Deadline for Inclusion in Networking Directory: July 17, 2009

EXHIBITOR RULES AND REGULATIONS

The Exhibitor agrees to be bound by the following rules governing the NACD Operations Seminar and Trade Show.

EXHIBITOR RESPONSIBILITY: Each exhibitor must name at least one person as a representative in connection with installation, operation, and removal of exhibit. Such representative(s) shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible.

APPLICATION/PAYMENT: The application for exhibit space must be completed in full WITH FULL BOOTH RENTAL PAYMENT (U.S. Currency). If the said applicant is accepted by NACD, it shall become binding upon both NACD and the exhibitor with respect to space assigned, the use thereof, and the Rules and Regulations for exhibiting. Shortly after the receipt of the signed application and payment, NACD will assign and confirm booth space in writing.

SPACE ASSIGNMENT: Assignment of space will be made on a first-come, first-served basis. NACD reserves the right to refuse to rent space to any company whose display is not compatible, in the opinion of NACD, with the objectives of the exhibition, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

CANCELLATION POLICY: All cancellations must be made in writing to NACD. **Cancellations received by the cut-off date published on the application will receive a 50% refund. No refunds will be given for cancellations received after the published cut-off date noted on the contract.**

BOOTH AND SIGN: In addition to the reserved booth space, the rental fee includes an eight-foot tall background drape and two three-foot tall side drapes and a two-line company identification sign (7 by 44 inches). *Carpeting, additional booth furnishing and all electrical requirements may be obtained at the exhibitor's expense from the official decorator. Labor to help exhibitors erect and dismantle their exhibits may also be obtained through the show decorator. A complete exhibitor's kit will be provided.* Maximum exhibit height is 10 feet. Equipment or products exceeding the height limitation may be permitted for island exhibitors provided written approval is granted by NACD. Overhead canopies or simulated ceilings cannot extend out over the front two feet of the booth space. Sidewalls of booths are limited to the same height as the back wall, out to within four feet of the front line, and from that point to the aisle— 42 inches. No display equipment over 42 inches in height can be placed in the front two feet of the exhibit space. Unfinished sidewalls that are exposed must be appropriately finished in all single booth corner locations; the back wall is considered the same as the back wall of all other booths in the same continuous row, except for those firms who reserve the two end corner booths adjoining each other.

SECURITY: NACD will provide security service during the open hours of the Trade Show from the beginning of set-up through dismantling and will attempt to safeguard exhibitor's property. Neither NACD, nor the hotel, nor the decorating company is responsible for any loss, theft, or damage of property belonging to the exhibitor, exhibitor's employees, or exhibitor's representatives.

ATTENDANCE: NACD shall have control over attendance policies at all times.

FIRE & SAFETY LAWS: Federal, state and city laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters' rules. Smoking in exhibits is prohibited. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Exhibitor will not do anything in the exposition facility that will increase insurance rates, and if so will be responsible for any such increase in the premium.

DEFACING OF BUILDING: Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment, or for damage caused in any manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

LIABILITY: This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between NACD and the exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend NACD from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including, but not limited to cost, interest, and attorney's fees) which NACD may incur, suffer, be put to, pay or be required to pay incident to or arising directly or indirectly from any intentional or negligent act or omission by exhibitor or any of its employees, servants, or agents, subject to the provisions herein. Exhibitor further agrees that NACD and their respective agents and employees shall not be responsible in any way for (a) damage, loss or destruction of any property of exhibitors or (b) injury to exhibitor or its representative, agents, employees, licensees, or invitees; and agrees to and does indemnify, hold harmless and defend NACD from any claims arising out of damage, loss or destruction under (a) or (b) herein.

HOLD HARMLESS CLAUSE: The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's displays, equipment, and other property brought upon the exposition premises and shall indemnify and hold harmless the exposition side, NACD, their agents, servants and employees from any and all such losses, damages and claims.

INABILITY TO HOLD SHOW: If because of war, fire, strike, exhibit facility construction or renovation project, government regulations, public catastrophe, act of GOD or the public enemy, or other cause beyond the control of NACD, the Operations Seminar and Trade Show or any part thereof is prevented from being held or is canceled by Sponsor, or the Exhibit space becomes unavailable, NACD, in its sole discretion shall determine and refund to the exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by NACD and reasonable compensation to NACD, but in no case shall the amount of the refund to the exhibitor exceed the amount of exhibitor fee paid. NACD shall have no other further liability to the exhibitor. (The exhibitor may consider obtaining appropriate insurance coverage at its cost and expense for this contingency.)

CHARACTER OF DISPLAYS: Exhibitor personnel shall not be permitted to solicit business in aisles or in booths other than their own. Samples, catalogs, pamphlets, souvenirs, publications, etc., may be distributed by exhibitors only from within their own booths. Throwing of souvenirs, loud shouting and making of any unnecessary noises, whether by human or mechanical means to attract attention, puppet shows and similar devices will not be permitted. Balloons may not be exhibited or distributed. All aisle space belongs to the show; no exhibits or advertising matter shall be allowed to extend beyond the booth space.

SIGNS, SIGN COPY, ILLUMINATION: No electric flashing signs or signs involving the use of neon or similar gases will be permitted, unless approved by NACD in writing. Should the wording of any sign or area in any exhibitor's booth be deemed by NACD to be contrary in any way to the best interests of the Trade Show, the exhibitor shall make such changes in said wording as are requested by NACD. In no event shall any sign contain a merchandise sales price.

SOUND DEVICES: No audible advertising is allowed within the exhibit showroom. This includes music, video, or slide presentations with commentary displayed within a booth. Displays shall not be obtrusive, noisy, or otherwise objectionable nor shall they violate municipal, state or federal laws, rules or regulations, including safety and fire codes. Sound of any kind must not be projected outside of the confines of the exhibit booth.

SUB-LEASING: Exhibitors may not sub-let or assign their space, nor any part thereof.

AMENDMENT TO & COMPLIANCE WITH RULES: Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of NACD. These rules and regulations may be amended at any time by NACD and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.

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COPYRIGHT LAWS: Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's booth or display.

Company Name: _____ Authorized Signature: _____Date: _____